

[illegible]

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Special Envelope (for Sealed Bids)

Ensure consideration, all sealed bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for BPCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

MANUFACTURER'S NUMBERS AND TRADE NAMES

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Bossier Parish Community College shall be the sole judge as to whether or not the equipment offered is equal to that specified.

7. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Bossier Parish Community College Purchasing during normal working hours. Written bid tabulations will not be furnished.

8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Bossier Parish Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. Any orders resulting from this bid may be cancelled with 30 day written notice.

10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Bossier Parish Community College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject:

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling cost. All packages must reflect the BPCC purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Bossier Parish Community College, Accounts Payable Section, 6220 East Texas Street, Bossier City, Louisiana 71111. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. **PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.**

15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of Bossier Parish Community College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation

Bossier Parish Community College reserves the right to cancel this contract with thirty (30) days written notice. Any orders resulting from this solicitation may be cancelled with thirty (30) day written notice.

19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Bossier Parish Community College Purchasing has determined the contractor to be in default, Bossier Parish Community College reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276 (a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law

All contracts shall be construed in accordance with the laws of the State of Louisiana.

23. EEOC COMPLIANCE:

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973, Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990. Bidder agrees to keep informed of any compliance with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

24. Standard Preference

- A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____ Specify Item Number(s) _____

Name and location within Louisiana where such paper or paper product is manufactured or converted _____

- B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ No _____

(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

25. Scope of Contract:

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

IMPORTANT

Signature Authority: In Accordance with L.R.S. 39:1594 (Act 121) the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reelected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana bidder's Application as authorized to execute bids. By signing the bid, the bidder certifies compliance with the above.

WE ARE AN EQUAL OPPORTUNITY COLLEGE.

BID FORM

Bossier Parish Community College

Medical Waste Disposal

Bid Number: 40003-10125

Bid Date: December 3, 2009 @ 2:00 P.M., CST

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Medical Waste Disposal for Bossier Parish Community College. Contract Date: Date of Award thru October 31, 2010 with the option To renew for an additional 2 year, 12 month period at the same prices, Terms and conditions			
	See attached specifications	12 months	_____	_____

Scope of Work

- 1.1 All medical waste removed from BPCC/Allied Health must be handled pursuant to the standards/regulations adopted by the regulating agencies of the State of Louisiana. Further, all wastes must arrive at the designated destruction facility within seventy-two (72) hours of removal.
- 1.2 All contract drivers must be trained for emergency spill response. Certificates of Training are required for examination by BPCC.
- 1.3 The Contractor must have a backup contingency plan and access to at least one (1) alternate destination facility fully capable of accepting and successfully treating and destroying all BPCC/Allied Health medical waste.
- 1.4 The successful Contractor must provide all containers (boxes, liners, labels, markers, placards, manifests, equipment, supplies, training, labor, transportation, incineration, etc., necessary to successfully perform this contract.
- 1.5 All containers must have the Universal Biohazard Symbol imprinted or labeled on each side in either "RED" or "ORANGE" color.
- 1.6 The protective inside liners for all biomedical waste containers must be "RED" in color, and the appropriate size for the respective container. They must have a minimum thickness of 1.5 mil or equivalent and meet the Free-falling Dart Test and Tear Resistance Test.
- 1.7 All containers, liners, or other materials used in performance of this contract must conform in all respects with applicable regulations promulgated by:

The Louisiana State Department of Health
The Environmental Protection Agency (EPA)
The Department of Transportation (DOT)
Consignment States, Counties, Municipalities having Jurisdiction
- 1.8 BPCC may have two or more departments and sites requiring service. Each department will be serviced and invoiced individually.

- 1.9 All biomedical waste removed from BPCC/Allied Health facilities must be accompanied by a waste-tracing document. This document must include barcode labels such that BPCC/Allied Health waste may be specifically identified. The tracking document must include, at a minimum, the following information.

“Regulated Medical Waste”

Name, address and telephone number of the generator

Number, and size or type of containers in shipment

Individual container barcode label numbers

Generator Certification: This is to certify that the above named materials are properly classified, described, marked and labeled and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation, with the signature of an authorized representative, or the preprinted name on the signature line with the original signature card/certification statement on file.

The name, address, and telephone number of the transporter. The date the biomedical waste is collected from the generator’s facility, the date the waste is received by the treatment facility. The name, address, telephone number, and the signature of an authorized representative of the permitted medical waste treatment facility receiving the waste.

Emergency response telephone number

Licenses, Permits and Fees

- 2.1 The Contractor shall acquire and pay for all licenses and permits required for the lawful performance of this contract.

Safety

- 3.1 The Contractor shall appoint a contract liaison to coordinate and assure the timely removal, transport and incineration of all BPCC/Allied Health biomedical waste. The contract liaison shall also serve as expeditor for any emergency removal requested by BPCC.

Contract Liaison

- 4.1 The Contractor shall appoint a contract liaison to coordinate and assure the timely removal, transport and incineration of all BPCC/Allied Health biomedical waste. The contract liaison shall also serve as expeditor for any emergency removal requested by BPCC.

Price Schedule

- 5.1 All prices shall be inclusive of all materials, labor, removal, transportation, incineration, disposal, etc., necessary to perform this contract.
- 5.2 Containers shall be picked up one (1) time per month at each location specified. During the months of August and December no pick up will be needed.

5.2.1 First Period, Date of Award to October 31, 2010

Estimating 20 “Standard Containers” per year for BPCC/Allied Health locations.

Quantities are estimated to be the amount needed. In the event a greater or lesser quantity is needed; the right is reserved by Bossier Parish Community College to increase or decrease the amount, at the unit price stated in the bid through October 31, 2010.

Upon agreement of Bossier Parish Community College and the Contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods, same prices terms and conditions. In such cases, the total contract term cannot exceed 36 months.

Price Per Container\$_____

F.O.B. Destination. The unit price of each item must be inclusive of freight charges order to be considered for award.

The bid price for each item is to be quoted on a “net” basis and F.O.B. BPCC Destination, i.e. title passing upon receipt and inclusive of all delivery charges.

Bids other than F.O.B. BPCC Destination may be rejected.

Bids indicating estimated freight charges may be rejected.

Bidders who do not quote “net” item prices and who separately quote an overall “lump sum” freight cost or discount for all items shall be considered as submitting an “all-or-none” bid for evaluation and award purposes; and risk rejection if award is made on an item basis.

Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified.

Bids conditioned with a shorter acceptance period may be rejected.

Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.

In the event of extension errors, the unit price bid shall prevail. Unit prices must be shown, or bid will be rejected.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by

(Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

(Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____

Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for **BOSSIER PARISH COMMUNITY COLLEGE**
State Agency Number and Name

Purpose of Contract:

**COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE
INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS BID**

CONTRACTOR' S LIABILITY INSURANCE:

Proof of insurance should be supplied with this Quotation and will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

Compensation Insurance:

The Contractor and Subcontractors shall take and maintain during the life of the contract Workman's Compensation Insurance for all of their employees employed at the site of the project. In case of any class of employees engaged in hazardous work under the Workman's Compensation Status, the Contractor and Subcontractor shall provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

Public Liability and Property Damage Insurance:

Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

Licensed and Non-Licensed Motor Vehicles:

The Contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

BOSSIER PARISH COMMUNITY COLLEGE

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO. _____ FAX NUMBER: _____

ADDRESS: _____
MAILING CITY STATE ZIP

SCOPE: FURNISH MEDICAL WASTE DISPOSAL AS PER BID #40003-10125

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

Bidder shall include the cost of transportation and handling in the unit price of item offered – F.O.B. Bossier Parish Community College, Bossier City, LA 71111.

If bidding other than the specified make and model, then the bidder should attach illustrations and descriptive literature of the item(s) offered to the bid response form for evaluation purposes.

Whenever brand name specifications or catalogue numbers are used to describe the standard of quality, performance and other characteristics, the use of such specifications shall not restrict unless otherwise specified, the submission of equivalent products.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

